

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM360389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snupi Technologies, Inc.		10/06/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sears Brands, LLC		
Street Address:	3333 Beverly Road		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60179		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4724745	WALLY	
Registration Number:	4724744	WALLY	
Serial Number:	85804084	SNUPI	
Serial Number:	85804085	SNUPI	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@mcandrews-ip.com		
Correspondent Name:	Joshua A. Aldort		
Address Line 1:	500 W MADISON ST		
Address Line 2:	34th Floor		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	Joshua A. Aldort		
SIGNATURE:	/JAA/		
DATE SIGNED:	10/29/2015		
Total Attachments: 1			
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OP \$115.00 4724745

EXHIBIT A
TRADEMARK ASSIGNMENT

This assignment between SNUPI TECHNOLOGIES, INC., a Delaware corporation ("Assignor") and SEARS BRANDS, LLC an Illinois limited liability company ("Assignee"), is executed and delivered as of the Execution Date set forth below.

Now, therefore, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of that certain Asset Purchase Agreement dated October ____, 2015 between Assignor and Sears Holdings Management Corporation, Assignor hereby agrees as follows:

1. Assignor hereby conveys, assigns, sells, and transfers to Assignee its entire right, title and interest in and to the marks listed in Annex A-1 (the "Marks"), including all common law trademark rights, together with the goodwill, to be held and enjoyed by Assignee or its Affiliates for the full extent of the life of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Without limiting the generality of the foregoing, this Assignment shall include all U.S. and foreign common law trademark rights in the Marks, all registrations thereof, and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction.

2. Assignor represents, warrants and covenants that Assignor is the owner of the entire right, title and interest in and to the Marks, and that Assignor has full power to make this Assignment.

3. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the State of Illinois, without giving effect to the principles of conflicts of laws thereof.

In witness whereof, Assignor has caused its authorized officer to hereunder set his/her hand on the date shown below.

Execution Date: 10/6/15

Assignor:

SNUPI TECHNOLOGIES, INC.

By: [Signature]

Name: Jeremy Jacob

Its: CEO